

1 JAMES ATTRIDGE [SBN NO. 124003]

Business Trial Lawyer

2 The Fox Plaza, Suite 1204

1390 Market Street

3 San Francisco, CA 94102

Telephone: (415) 552-3088

4 Attorney for Plaintiff

5 ONEBEACON INSURANCE COMPANY

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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **SAN FRANCISCO DIVISION**

11 ONEBEACON INSURANCE COMPANY,

12 Plaintiff(s),

13 v.

14 HAAS INDUSTRIES, INC.,

15 Defendant(s).

Case No: C-07-3540 BZ (MEJ)

**DECLARATION OF JAMES ATTRIDGE
IN SUPPORT OF PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT OR, IN THE
ALTERNATIVE, FOR PARTIAL
SUMMARY JUDGMENT**

Date: April 2, 2008

Time: 10:00 a.m.

Courtroom: Courtroom G

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18 I, JAMES ATTRIDGE, declare and state:

19 1. I am attorney of record for plaintiff ONEBEACON Insurance Company
20 ("ONEBEACON") in this action. I know the following of my own personal knowledge and if
21 called upon to do so, could and would competently testify thereto.

22 2. Attached hereto as Exhibit 1 is a true and correct copy of the Initial Disclosures
23 provided to me by defendant.

24 3. Attached hereto as Exhibit 2 is a true and correct copy of a Stipulation already
25 filed with the Court, whereby it was agreed that the documents exchanged in the disclosures
26 would be deemed authenticated.

27 4. Prior to filing suit, I requested once of Haas and later of its counsel to forward me
28 copies of the tariff which provided a menu of rates tied to levels of liability. I have received

1 none other than those in the Initial Disclosures.

2 I declare under penalty of perjury under the laws of the United States of America that the
3 foregoing is true and correct.

4 Executed on this 27th day of February, 2008, at San Francisco, California.

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6 /s/
7 JAMES ATTRIDGE
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EXHIBIT 1

COUNTRYMAN & McDANIEL
MICHAEL S. McDANIEL [State Bar No. 66774]
cargolaw@aol.com
GEOFFREY W. GILL [State Bar No. 163621]
gwq@cargolaw.com
LAX Airport Center, Eleventh Floor
5933 West Century Boulevard
Los Angeles, California 90045
Telephone: (310) 342-6500
Facsimile: (310) 342-6505

Attorneys for defendant
HAAS INDUSTRIES, INC.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO

ONE BEACON INSURANCE COMPANY,)	CASE NO. 3:07-CV-03540-BZ
a corporation,)	
)	INITIAL DISCLOSURE BY
Plaintiff,)	DEFENDANT HAAS INDUSTRIES,
)	INC.
vs.)	
)	
HAAS INDUSTRIES, INC., a)	
corporation,)	
)	
Defendants.)	

Defendant Haas Industries, Inc. submits its initial disclosure pursuant to Fed. R. Civ. P. 26(a)(1)(A) and (B) in addition to prior exchanges of information and documents between the parties. Defendant reserves its right to supplement this disclosure, if new information is ascertained.

A. Individuals:

Carmen Holster, Director of Claims at Haas Industries, Inc., telephone number (650) 873-5222, is familiar with pricing agreements and dealt with Omenon Video Network regarding the underlying claim.

B. Documents:

1. Standard Tariff - 1 page;
2. Omneon Video Nationwide Trade Show Tariff - 1 page;
3. Direct Air Service Airbill 274550- July 1, 2005 - 1 page;
4. Pickup Disclaimer - 1 page;
5. Conditions of Contract of Carriage - 6 pages;
6. Claim of Presentation - December 7, 2005 - 1 page;
7. Letter J. Williams to C. Holster - January 4, 2006 - 1 page;
8. Sworn Statement in Proof of Loss;
9. Omneon Order Acknowledgment - 2 pages;
10. Haas Freight bill Number SFO1590479 - front and back - 2 pages;
11. Delivery Receipt - 1 page;
12. Trace Notes Listing - 1 page;
13. Claim Presentation - handwriting - 1 page;
14. Letter C. Holster to C. Siller [Omneon] - November 21, 2005 - 1 page;
15. Haas check payable to Omneon - \$88.00 with endorsement - 1 page; and
16. Letter J. Attridge to C. Holster - March 18, 2006 - 1 page.

I hereby certify that to the best of knowledge, and on information and belief, formed after a good faith inquiry and a reasonable investigation, that this disclosure is complete and correct as of the date of service of these initial disclosures.

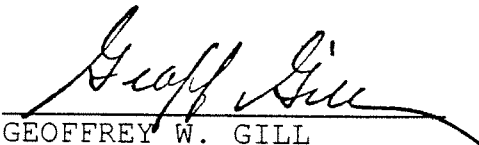
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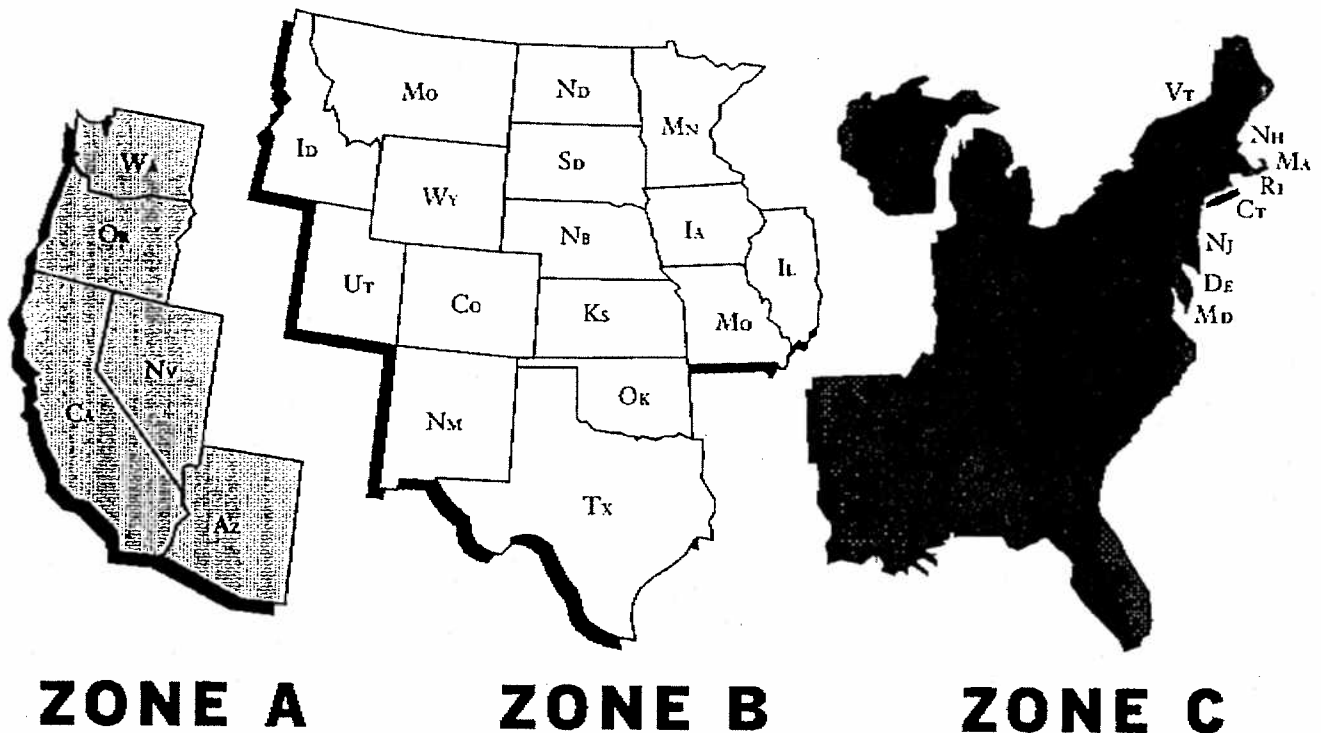
1 Dated: December 31, 2007

COUNTRYMAN & McDANIEL
MICHAEL S. McDANIEL
GEOFFREY W. GILL

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5 By:


GEOFFREY W. GILL
Attorneys for defendant
HAAS INDUSTRIES, INC.

STANDARD TARIFF



	NEXT DAY	TWO-DAY	3-5 DAY
WITHIN ZONE	MIN. \$100.00 PER LB. 0.87	MIN. \$80.00 PER LB. 0.58	MIN. \$70.00 PER LB. 0.45
CROSS 1 ZONE	MIN. \$100.00 PER LB. 1.02	MIN. \$80.00 PER LB. 0.68	MIN. \$70.00 PER LB. 0.50
CROSS 2 ZONES	MIN. \$100.00 PER LB. \$1.17	MIN. \$80.00 PER LB. 0.78	MIN. \$70.00 PER LB. 0.55

RULES AND REGULATIONS

- Rates are door to door within areas A, B, and C of major airport cities.
- Shipments which require freighter service due to size, weight restrictions, or to meet service requirements, will be charged on a quote only basis.
- Weekends and holidays will be excluded when computing shipment arrival date
- Special service charges are not included in the above rates.
- Dimensional weight will apply to all service levels using factor 194.

PHONE: 800-875-5222
 FAX: 650-873-8365
www.haasindustries.com
 EFFECTIVE 04.24.01



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P.07

CUST: 200



Omneon Video Network Sunnyvale, CA

Nationwide 'Trade Show Tariff'

Service	Minimum	Within Zone	Across 1 Zone	Across 2 Zones
Next Day	\$ 100.00	\$.78	\$0.92	\$ 1.05
Two Day	\$ 80.00	\$.52	\$.61	\$.70
3 - 5 Day	\$ 70.00	\$.41	\$.45	\$.50

Rules and Regulations

- Rates include pickup and delivery services within areas A through C of all major airport cities.
- Weekends will be excluded when computing shipment arrival date.
- Special pickup and delivery services are not included in above rates.
- Dimensional weight will apply to all service levels using a factor of 194.
- All shipments will be charged 7% fuel/security surcharge.
- Shipments requiring freighter service due to size, weight restrictions or to meet service requests will be assessed an additional 50% of the overnight rate.

All In Door-to-Airport London (excluding clearance)

Minimum	45 Kilo	100 Kilo	500 Kilo
\$182	\$3.00/kilo	\$2.13/kilo	\$1.98/kilo

May 2, 2003

TRANSPORTATION/LOGISTICS

228 EAST HARRIS AVENUE, SOUTH SAN FRANCISCO, CA 94080 PHONE: 650-873-5222 FAX: 650-873-8365 NATIONAL WATS: 800-875-5222

=> HAASx

, TEL=650 873 8365

06/17'03 15:28

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Carrier's liability is li. 1.50 per lb. unless shipper requests additional declared value. (Subject to additional charge)

AIRBILL NUMBER		DATE	DECLARED VALUE	PREPAID	COLLECT	BILL TO																																
ORIGIN	SERIAL NUMBER	MO. DAY YR.																																				
SFO	274550	08-01-05	NVD	XXX																																		
SHIPPER		DESTINATION AIRPORT		Direct Air Service, Inc. 320 ELIZABETH AVENUE NEWARK, N.J. 07112 NEWARK (973) 242-8223 LOS ANGELES (310) 644-9980																																		
SHIPPER'S ACCOUNT NO.		NVD																																				
NAME																																						
STREET ADDRESS																																						
CITY/STATE/ZIP CODE				It is mutually agreed that the shipment described herein is accepted on the date hereof in apparent good order (except as noted) for carriage as specified hereon, subject to governing tariffs in effect on the date of this bill of lading. RELEASED VALUE: Rates and charges covering the shipment described hereon are based on a released value of \$50 minimum or not to exceed \$50 per pound. Likewise, Direct Air Service, Inc.'s liability for loss or damage is limited to \$50.00 for any shipment of 100 pounds unless shipper declares and pays for a higher value. This value shall be deemed to related to the gross weight of each shipping package separately. All weights entered on this bill of lading are subject to verification by Direct Air Service, Inc. Shipments have a chargeable weight equal to 6 pounds per cubic foot or greater. Freight whose density is less than 6 pounds per cubic foot is subject to application of a dimensional weight factor of 194. DECLARED VALUE: The Shipper may increase Direct Air Service, Inc.'s liability by declaring a higher value on the face of the Bill of Lading and paying the additional charges. Declared value may not exceed actual value. Direct Air Service, Inc.'s liability for complete loss or damage will be the lesser of the total declared value or the total actual value. Direct Air Service, Inc.'s liability for partial loss or damage will be prorated based on the ratio of total declared value to actual value. For example: Shipper tenders goods with a total actual value of \$20,000. Shipper declares and pays for a value of \$10,000. Partial damage of \$8,000 = \$4,000. CLAIMS: Any claim for damages not noted on the delivery receipt must be submitted in writing to Direct Air Service, Inc. within 15 days of the delivery date. Any claim for damage noted on the delivery receipt must be submitted in writing within 270 days. No claim will be processed until all transportation charges have been paid. Claims cannot be deducted from transportation charges. Claims must be submitted to Claims Dept., Direct Air Service, Inc., 320 Elizabeth Avenue, Elizabeth, N.J. 07112.																																		
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CONSIGNEE				DIMENSIONAL WT. <table border="1"> <tr> <th>PCS</th> <th>L</th> <th>W</th> <th>H</th> </tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table> CUBIC INCHES CUBIC WEIGHT RATE FREIGHT CHARGES EXCESS VALUE OTHER			PCS	L	W	H																												
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NAME																																						
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CITY/STATE/ZIP CODE																																						
NOTE:				TOTAL CHARGES																																		
The undersigned agrees to make immediate payment upon receipt of statement. In the event such payment is not made within 15 days after receipt of the original statement, it is agreed that Direct Air Service, Inc. may immediately impose a LATE PAYMENT CHARGE at the rate of 1 1/2 % per month (Annual Rate - 18%), or the maximum allowed by law, on the unpaid balance, and the reasonable cost of collection including attorney fees.																																						
ROUTING																																						
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SHIPPER'S SIGNATURE		CARRIER'S SIGNATURE		INSTRUCTIONS TO-CARRIER: Include customer ref. no. & billing instructions.																																		
X RIC AYALA/SFO		X Sandoval stc																																				
DATE		TIME																																				
07/01/05		9:45																																				
NO. PCS.	GROSS WEIGHT	CHARGEABLE WEIGHT	DESCRIPTION OF PACKING PIECES AND CONTENTS																																			
3	554 LBS.																																					
1	299 LBS.																																					
2	238 LBS.																																					
20	870 LBS.		STC 8 CTNS e/e REF# 1590479 MED. EQUIP. R\$F# 1578162 e/e REF# 2153491 GLASSWARE / 12 HAWB's																																			
CARRIER REMARKS			AIRFREIGHT exempt Carmack allowed per lb. 50 7-1-05																																			
26	1961 LBS.																																					
CONSIGNEE'S SIGNATURE			DATE	TIME	000003																																	
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NOTICE

BY PROCESSING AND TENDERING YOUR SHIPMENT VIA THE HAAS INDUSTRIES INTERNET SYSTEM, YOU AGREE, REGARDLESS OF WHETHER YOU SIGN THE FREIGHT BILL, AS AGENT FOR AND ON BEHALF OF ALL PARTIES INVOLVED, TO ALL TERMS AND CONDITIONS OF THE HAAS INDUSTRIES FREIGHT BILL. THIS SHIPMENT WILL BE BILLED TO YOUR ACCOUNT AND YOU ARE RESPONSIBLE FOR ALL CHARGES INCURRED UNDER YOUR USER ID AND PASSWORD. HAAS INDUSTRIES IS NOT RESPONSIBLE FOR PROBLEMS ATTRIBUTABLE TO THE FUNCTIONING OF THE INTERNET OR THE HAAS INDUSTRIES INTERNET SYSTEM. HAAS INDUSTRIES MAY MODIFY OR TERMINATE THE HAAS INDUSTRIES INTERNET SYSTEM WITHOUT NOTICE. THIS SYSTEM DOES NOT PROVIDE DOCUMENTATION THAT MAY BE REQUIRED FOR CUSTOMS CLEARANCE OF INTERNATIONAL SHIPMENTS. IT IS THE RESPONSIBILITY OF THE SHIPPER TO PROVIDE ALL NECESSARY DOCUMENTS FOR INTERNATIONAL SHIPMENTS.

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Conditions of Contract of Carriage

1. In tendering this shipment, the shipper agrees to these Conditions of Contract of Carriage, which no agent or employee of the parties may alter, and that this shipping document is non-negotiable and has been prepared by the shipper. The shipper certifies and represents to Haas Industries that the information inserted on the face of this shipping document is complete and accurate. It is agreed among the parties involved that the conditions of contract of carriage for this shipment are governed by Haas Industries tariffs, available for inspection at Haas Industries offices, and which are hereby incorporated into this contract, and a copy of which will be supplied upon request. **NOTE:** "Shipper" on this contract means the party from whom the shipment is received, the party who requested the shipment be transported by Haas Industries, and party having an interest in the shipment, and any party who acts as an agent for any of the above. Except to the extent of any written contract between shipper and Haas Industries, this shipping document supersedes and negates any claimed, alleged or asserted oral or written contract, promise, representation or understanding between the parties with respect to this shipment.
2. In the event that shipment is tendered to Haas Industries on a straight bill of lading or any other shipping document, Haas Industries rules and regulations will supersede any rules and regulations contained on the shipping document on which the freight was tendered.
3. Shipper warrants that each package in this shipment is properly and completely described on this shipping document, is properly marked and addressed, is packaged adequately to protect the enclosed goods to insure safe transportation with ordinary care in handling, and except as noted, is in good order and condition. For articles shipped in unenclosed containers, Haas Industries shall not be liable for damage/loss unless mishandling and/or loss is evident and is so noted on the delivery receipt at time of delivery. **NOTE:** A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling.
4. At time of delivery, the consignee must note on the delivery receipt any exceptions to the shipping containers that would indicate a discrepancy (shortage in the shipment or damage to the containers). The consignee may not inspect the contents of the shipping containers until the consignee signs for the shipment on the delivery receipt. **NOTE:** Such notations as "subject to inspection" and "subject to recount" are not exceptions. **NOTE:** A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling. **NOTE:** *Under no circumstances shall Haas Industries be liable for loss and/or damage to external shipping containers of any kind.*
5. Haas Industries SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT

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LIMITED TO LOSS OF PROFITS, INCOME, INTEREST, UTILITY OR LOSS OF MARKET, WHETHER OR NOT Haas Industries HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

6. Due to the inherent nature of the transportation business, Haas Industries does not guarantee pick up, transportation or delivery by a stipulated date or a stipulated time, nor shall Haas Industries be liable for the consequences of failure to do so.
7. Overcharge claims must be received in writing by the corporate office of Haas Industries (P. O. Box 280840, San Francisco, CA 94128-0840) within one year after date of acceptance of the shipment by Haas Industries. Written notification on all other claims (except concealed loss/damage claims) must be received in writing by the corporate office of Haas Industries (P. O. Box 280840, San Francisco, CA 94128-0840) within 60 days after Haas Industries accepted the shipment. Notification of concealed loss/damage claims (i.e., claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given) must be received in writing by the corporate office of Haas Industries (P. O. Box 280840, San Francisco, CA 94128-0840) within 3 days after delivery, or if perishables, verbally within 48 hours. For damage claims and concealed loss claims, Haas Industries must be allowed the privilege to make inspection of the shipment and the container(s) and packaging material(s) at place of delivery. Claims must be perfected within 180 days after delivery or date delivery was intended. No claims will be entertained until all transportation charges have been paid. Claims may not be deducted from transportation charges and no claims may be deducted from any charges owed Haas Industries. Legal action to enforce a claim must be brought within one year after the claim has been denied in writing by Haas Industries, in whole or in part.
8. Haas Industries liability, in the absence of a higher declared value for carriage, is limited to a minimum of \$50.00 per shipment or \$0.50 per pound, per piece, of cargo lost, damaged, misdelivered or otherwise adversely affected, but in no event shall exceed the actual invoice value of the goods. This limitation is subject to provisions as published in Haas Industries governing tariffs in effect at the time of this shipment. Declared values for carriage in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge.
9. Unless each piece of the shipment has a declared value stated and is specifically identified on the Haas Industries shipping document at the time of the shipment and is so identified on the delivery receipt as being lost, damaged, destroyed, or otherwise affected at time of delivery, Haas Industries shall be liable subject to tariff provisions in effect at the time of the shipment for the "average declared value" of the shipment. The "average declared value" of the shipment shall be determined by first dividing the total declared value of the shipment by the total weight of the shipment. This figure, multiplied by the packaged weight of the piece(s) adversely affected, shall then establish the amount of Haas Industries liability. The total declared value amount must be inserted in the DECLARED VALUE box on the face of this shipping document.

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Haas Industries liability shall in no event exceed the actual invoice value of the goods adversely affected.

10. In the event of the failure or inability of the consignee to take delivery of the shipment, Haas Industries will notify shipper in writing at the address shown on the shipping document and request disposition instructions. If the shipper fails to provide disposition instructions within 30 days after the date of Haas Industries notice, Haas Industries will return shipment to the shipper at the shipper's expense. If the shipper fails to accept delivery of a shipment thus returned, Haas Industries may, upon 30 days written notice to the shipper, dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by Haas Industries in excess of such transportation charges will be paid to the shipper. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The shipper and the consignee shall remain liable, jointly and severally, for any deficiency.
11. Haas Industries shall not be liable for loss, damage, delay or monetary loss of any type caused by: Acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; acts or omissions of customs or quarantine officials; the nature of the freight or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; and by acts, defaults or omissions of the shipper or consignee for failure to observe the terms and conditions of the contract of carriage contained in this shipping document, including but not limited to improper packaging, marking, incomplete/inaccurate shipping instructions and the rules relating to freight not acceptable for transportation of freight acceptable only under certain conditions outlined below.
12. Unless otherwise expressly provided in Haas Industries tariffs and subject to any conditions or restrictions contained therein, the following articles will not be accepted for carriage: any shipment prohibited by law; original works of art, antiques, bonds, coins of any kind, currency, currency equivalents, furs, fur clothing, gems or stones (cut or uncut), industrial diamonds, gold or silver, coined concentrates, jewelry (other than costume jewelry), pearls, precious metals, securities (negotiable), time sensitive written material (e.g., bids, contract proposals, etc.), when the declared value exceeds \$0.50 per pound; household goods and/or personal effects, one-of-a-kind articles or models, prototypes, valuable rugs (i.e., Oriental rugs, Persian rugs) and prints or lithographs when the total declared value of the shipment exceeds \$500.00 or when the declared value exceeds \$0.50 per pound, per piece; and such other articles provided in Haas' governing tariffs and/or service guide. Haas Industries shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles, however described or misdescribed in this shipping document, and no employee or agent of Haas Industries has any authority to accept for transportation such articles or to waive the limitations herein contained.

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13. Haas Industries liability for aggregate losses at any one time at any one place is limited to \$1,000,000.00. For shipments having declared values over \$25,000.00, Haas Industries must be given advance notice prior to pick up.
14. Rates and charges for this shipment will be based on actual or dimensional weight, whichever is greater. For domestic shipments dimensional weight will be assessed on the basis of one (1) pound for each 194 cubic inches, for international shipments dimensional weight will be assessed on a basis of one (1) pound for each 166 cubic inches.
15. If this is an International shipment, a) all rules relating to liability as established by the Warsaw Convention shall apply, b) except as otherwise provided in Haas Industries tariffs or conditions of carriage, in carriage to which the Warsaw Convention does **not** apply, Haas Industries liability shall not exceed U.S. \$20.00 per kilogram or the equivalent of goods lost, damaged or delayed, unless a higher value is declared by the shipper and a supplementary charge paid, c) Haas Industries accepts this shipping document as a shipper's letter of instructions with authorization to prepare and sign on shipper's behalf an international shipping document, and d) Haas Industries reserves the option to act as agent of the carrier, instead of as a forwarder, in which event the direct carrier's tariffs shall apply to this shipment and e) the shipper may select by inserting on the face of this shipping document cargo coverage based on insurance and/or declared value for carriage.
16. Unless inserted otherwise on the face of this shipping document, the C.O.D. amount of the shipment shall be deemed to be the declared value for carriage amount. This declared value for carriage amount in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge.
17. Collect on Delivery (C.O.D.) service is provided under the following conditions: a) shipper must identify the shipment as a C.O.D. shipment by entering the amount to be collected in the "Shipper's C.O.D. Box" on the front of this shipping document, b) shipper must specify the type of payment to be received (e.g. cash, check, money order or cashier's check) in the "Special Services Box" on the front of this shipping document and c) Haas Industries and shipper agree that Haas Industries does not guarantee nor verify that a check, money order, cashier's check or other such financial instrument is valid or negotiable. All payments are collected at shipper's risk.
18. Unless prior arrangements are made, the acceptance of cash by Haas Industries and its agents for payment of freight charges and/or C.O.D. amounts is limited to a maximum of \$2,000.00 per shipment and/or stop. Payment of freight charges and/or C.O.D. amounts in excess of \$2,000.00 must be remitted by cashier's check, certified check, money order, or consignee's check as authorized by the shipper in writing.
19. Haas Industries shall have the right to a) substitute alternate carriers or other means of transportation and b) select the routing or deviate from that shown on the face hereof.

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20. This shipment is subject to inspection by Haas Industries; however, Haas Industries is not obligated to perform such inspection.
21. The shipper and the consignee shall be liable jointly and severally for all unpaid charges payable on account of this shipment pursuant to this contract and to pay or indemnify Haas Industries for claims, fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to shipper, etc.) or other sums which may be incurred by Haas Industries by reason of any violation of this contract or any other default of the shipper or consignee or their agents. Haas Industries shall have a lien on any goods shipped for failure to pay charges payable on account of this shipment pursuant to this contract. Haas Industries may refuse to surrender possession of the goods until such charges are paid. Should Haas Industries bring legal action for the enforcement of this contract or collection of any sums due and payable under this contract, Haas Industries shall be entitled to reasonable attorney fees and costs.
22. All invoices are due and payable in 14 days from the invoice date.
23. Shipper and consignee shall hold Haas Industries and its agents harmless for loss/damage/delay or any monetary losses which are a result of auxiliary services including but not limited to local cartage, crating, uncrating, packing, and unpacking which are requested by the shipper or consignee and arranged by Haas Industries as a customer service unless such services are actually performed by Haas Industries or its agents. Such limitation of liability shall extend to the selection by Haas Industries of the providers of the auxiliary services. Auxiliary services are those which are performed prior or subsequent to transportation and which may be billed directly by the provider of the services or by Haas Industries. Provider of auxiliary services are contractors for the shipper or consignee and are not agents for Haas Industries. Local cartage is the movement of unpackaged/uncrated freight. **NOTE:** Under no circumstances will the liability of Haas Industries for any monetary loss which is a result of any auxiliary services performed by Haas Industries or its agents be greater than the liability contained in this contract.
24. Should Haas Industries successfully defend itself of any legal actions brought by any party with an interest in this shipment, Haas Industries shall be entitled to reasonable attorney fees and costs. **NOTE:** In lieu of legal actions, any disputed claim not greater than \$15,000.00 is to be settled through binding arbitration submitted to the Transportation Arbitration Board or the American Arbitration Association under its cargo claim arbitration program. An alternative arbitrator is to be selected by Haas Industries if the claim is unacceptable for arbitration by both the above arbitrators.
25. Shipments are subject to security controls by carriers and, where appropriate, by government agencies. Copies of shipping documents will be retained until the shipment is delivered.

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INDIRECT AIR CARRIER STANDARD SECURITY PROGRAM

"Cargo items tendered for air transportation are subject to aviation security controls by air carriers and when appropriate, other government regulations. Copies of all relevant shipping documents showing the cargo's consignee, description, and other relevant data will be retained on file until the cargo completes its air transportation."

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Direct Air Services/
Cartage by Direct
Attn: Cargo Claims
320 Elizabeth Avenue
Newark, NJ 07112

December 7, 2005

CLAIM PRESENTATION

Haas Freight Bill Number: SFO 1590479 00
Direct Air Pro: 274550
Date: July 1, 2005
Amount: \$154,195.50

Reason: Shipment delivered one piece short.
Enclosed Documents: Copy or original Direct Air Pro
Copy of claim presented by the customer (including proof of
value)
Copy of proof of delivery reflecting shortage

Remit to:
Haas Industries, Inc.
P. O. Box 280840
San Francisco, CA 94128-0840

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LEIZURE

(410) 752-3036
FAX (410) 752-6029

A S S O C I A T E S

I N C .

508 ST. PAUL PLACE....BALTIMORE, MD. 21202-2289

January 4, 2006

JAN 9 - REC'D

Ms. Carmen Holster
c/o Haas Industries
P.O. Box 280840
San Francisco, CA 94128-0840

**RE: OUR INSURED - PROFESSIONAL PRODUCTS, INC.
SHIPPER - OMNEON VIDEO NETWORKS
FREIGHT BILL #1590479
PRODUCT DISAPPEARANCE OF 6/30/2005-7/8/2005**

Dear Carmen,

As we have recently discussed on several occasions, I represent the interests of the OneBeacon Insurance Company, the transit and property insurance carrier for Professional Products, Inc. regarding the captioned shipment and subsequent partial loss thereunder.

Per our miscellaneous communication, I am aware that you are continuing to search for the portion of the missing shipment and the intent of this correspondence is to advise that if your search is successful at some time in the foreseeable future we would appreciate your direct communication as that property would be owned, for salvage purposes, by the OneBeacon Insurance Company. The proper owner of the shipment was Professional Products, Inc. in Gaithersburg, Maryland, when the loss occurred due to contractual relationships between Omneon Video Networks and Professional Products, Inc.

In summary, I would ask that you please attach this correspondence to your file with a request that you contact this writer directly should the missing portion of the shipment be found. I thank you for your cooperation exhibited to date and appreciate your general concern during our previous communications.

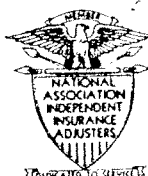
Very truly yours,

LEIZURE ASSOCIATES, INC.

Jim Williams
Jim Williams, Adjuster

JW/sm

cc: OneBeacon Insurance Co.
cc: David Brisco, Cozen & O'Conner



000012

420,000 = 420,000
AMOUNT OF POLICY AT TIME OF LOSS8/1/2004
DATE ISSUED8/1/2005
DATE EXPIRES**SWORN STATEMENT
IN PROOF OF LOSS**719008639
POLICY NUMBERRockville, Md
AGENCY ATH.B.H.
AGENTTo the
of

At time of loss, by the above indicated policy of insurance you insured:

against loss by all risk of loss to the property described under Schedule "A," according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.1. Time and Origin: A loss in transit loss occurred about the hour of 10 o'clock PM on the 20 day of July, 2005. The cause and origin of the said loss were: in transit of shipment lost in transit while being transported by Haverhill from Union in California to City in New York, New York2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Commercial3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was owner. No other person or persons had any interest therein or encumbrance thereon, except: none regarding this property4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: none5. Total Insurance: The total amount of insurance upon the in transit property described by this policy was, at the time of the loss, \$ 420,000, as more particularly specified in the apportionment attached under Schedule "C," besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

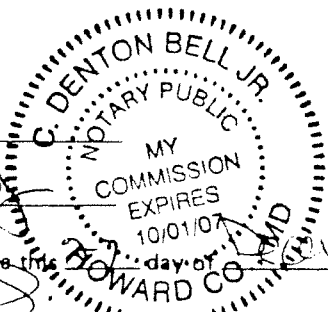
6. The Actual Cash Value of said property at the time of the loss was	\$ <u>270,032.50</u>
7. The Whole Loss and Damage was	\$ <u>105,617.00</u>
8. Less Amount of Deductible	\$ <u>1,000.00</u>
9. The Amount Claimed under the above numbered policy is	\$ <u>104,617.00</u>

In consideration of and to the extent of said payment the undersigned hereby subrogates said Company, to all of the rights, claims and interest which the undersigned may have against any party, person, persons, property or corporation liable for the loss mentioned above, and authorizes the said Company to sue, compromise, or settle in the undersigned's name or otherwise all such claims and to execute and sign releases and acquittances and endorse checks or drafts given in settlement of such claims in the name of the undersigned, with the same force and effect as if the undersigned executed or endorsed them.

Warranted no settlement has been made by the undersigned with any party, person, persons, property or corporation against whom a claim may lie, and no release has been given to anyone responsible for the loss, and that no such settlement will be made nor release given by the undersigned without the written consent of the said Company and the undersigned covenants and agrees to cooperate fully with said Company in the prosecution of such claims, and to procure and furnish all papers and documents, in the undersigned's possession, necessary in such proceedings and to attend court and testify if the Company deems such to be necessary but it is understood the undersigned is to be saved harmless from costs in such proceedings.

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said Company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of MarylandCounty of MontgomerySubscribed and sworn to before me this 20 day of August, 2005

[Signature]
Insured

000013



Order Acknowledgement

965 Stewart Drive
Sunnyvale, CA 94086-3913

PHONE: 408 585-5178

FAX: 408 585-5099

Bill
to

Professional Products, Inc.

9116 Gaither Road
Gaithersburg MD 20877
USA

Customer ph#: 240-864-4012

Customer PO#: P14294

Request Date: 06/30/05

Omneon Order#: R11559

Change Order: 0

Page number: 1

Ship
to

CUNY TVRM# 1400

PO# 04220050043395

16 East 35th Street

New York NY 10016

attn: R. Isaacson 212-827-7829

SHIP VIA: DHL Acct 779744633

TERMS: NET 30

FOB:ORIGIN

Title and risk of loss pass upon delivery to freight forwarder
Buyer responsible for freight and insurance costs

ITEM	PARTNO	DESCRIPT DATE REQ	QTY	PRICE	TOTAL PRICE
0001	FCA-305-OF	KIT, FIBRE CHANNEL, LC W/SFP TO LC	9	270.00	2430.00
0002	MCP-2101-US	MODULE, MCP 2101, US, DIR, 3 FIBRE/6	2	24375.00	48750.00
0003	MCP-2101-F01	LICENSE, EXTENDED FILE SYSTEM LICEN	1	6000.00	6000.00
EFS					
0004	NSM-2003-US	NETWORKED CONTENT SERVER MGR, US	1	6000.00	6000.00
0005	MIP-1003A-US	MODULE, MIP 1003a, US, MEDIAPORT, DV/	3	6375.00	19125.00
0006	MIP-3003-US	MIP 3003, 3 CHNL MPEG MULTIPORT	2	14625.00	29250.00
0007	MRT-2001	MODULE, MRT 2001, TRAY, RACKMOUNT, 19 I	2	157.50	315.00
0008	MSC-4272C-US	MODULE, US, MEDIA STR, W/16X300GB	3	51637.50	154912.50
0009	T&E	Travel and Expenses	1	1000.00	1000.00
0010	Service TC/2	2 day on site support	1	2250.00	2250.00
0011	Service Plus	Service Plus 24x7	1	0.00	0.00

000014

NOTES:

SUBTOTAL:	270032.50
TAX:	0.00
TOTAL:	270032.50

TOTALS FOR SALES ORDER : R11559

Please contact me if any of the above information is incorrect or needs revision.

Signed: _____

Kristin Strong
 Senior Sales Coordinator
 phone: (408) 585-5158
 email: kstrong@omneon.com

Date: _____

000015



P.O. BOX 280840 * SAN FRANCISCO, CA 94128-0840
TELEPHONE 650-873-5222 * 1-800-875-5222 * FAX 650-873-8365

FREIGHT BILL NUMBER

SFO 1590479

DATE SHIPPED

06/30/2005

FROM	COMPANY OMNEON VIDEO NETWORKS		SHIP TO	COMPANY CUNY TVRM #1400		ORIGIN SFO	TARIFF DESTINATION EWR																																																		
	ADDRESS 965 STEWARD DRIVE			ADDRESS 16 EAST 35TH STREET		PREPAID <input checked="" type="checkbox"/>	COLLECT <input type="checkbox"/>																																																		
	CITY SUNNYVALE CA	STATE 94086		ZIP 94086	CITY NEW YORK NY	STATE 10016	ZIP 10016	OTHER <input type="checkbox"/>																																																	
	SENT BY CONNIE SILLER			TELEPHONE 1-408-585-5168		ATTN. JOHN HARVEY		TELEPHONE 212 817 7810																																																	
	SHIPPER REFERENCE NO. R11559			CONSIGNEE P.O. OR REFERENCE NO. 04220050043395		ASSUME PREPAID IF NOT OTHERWISE SPECIFIED																																																			
SPECIAL SERVICES REQUESTED		BILL TO		NAME OMNEON VIDEO NETWORKS		FREIGHT																																																			
		BILL TO		ADDRESS 965 STEWARD DRIVE		PICKUP																																																			
		BILL TO		CITY SUNNYVALE CA		DELIVERY																																																			
		BILL TO		STATE 94086		DECLARED VALUE FEE																																																			
		BILL TO		P.O. OR REFERENCE NO.		OTHER (EXPLAIN)																																																			
PIECES	DESCRIPTION AND CONTENT OF PIECES					WEIGHT	RATE																																																		
1	E/E 3PLTS STC 8BOXES					554																																																			
1																																																									
1																																																									
3	TOTAL					554																																																			
INDICATE TYPE OF SERVICE DESIRED						C.O.D. AMOUNT																																																			
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<table border="1"> <thead> <tr> <th colspan="10">FREIGHT SUBJECT TO DIMENSIONAL CHARGES</th> </tr> <tr> <th>PCS.</th> <th>L</th> <th>W</th> <th>H</th> <th>TOTAL</th> <th>PCS.</th> <th>L</th> <th>W</th> <th>H</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>37</td> <td>32</td> <td>18</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1</td> <td>50</td> <td>40</td> <td>18</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1</td> <td>50</td> <td>40</td> <td>43</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						FREIGHT SUBJECT TO DIMENSIONAL CHARGES										PCS.	L	W	H	TOTAL	PCS.	L	W	H	TOTAL	1	37	32	18							1	50	40	18							1	50	40	43							TOTAL CHARGES	
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SHIPPER'S SIGNATURE FREIGHT BILL SUBJECT TO CONDITIONS SET FORTH ON REVERSE SIDE						DATE TIME																																																			
						DATE TIME																																																			

000016

TERMS AND CONDITIONS OF CONTRACT

1. **NON-NEGOTIABLE DOCUMENT** IN TENDERING THE SHIPMENT DESCRIBED HEREIN FOR CARRIAGE SHIPPER AGREES TO THESE CONDITIONS OF CONTRACT, WHICH NO AGENT OR EMPLOYEE OF THE PARTIES MAY ALTER, AND THAT THE SHIPMENT IS NON-NEGOTIABLE AND HAS BEEN PREPARED BY HIM OR ON HIS BEHALF BY THE CARRIER.
2. **CARRIER TARIFFS GOVERN** - IT IS MUTUALLY AGREED THAT THE SHIPMENT DESCRIBED HEREIN ACCEPTED ON THE DATE HEREOF IN APPARENT GOOD ORDER (EXCEPT AS NOTED) FOR CARRIAGE AS SPECIFIED HEREIN, SUBJECT TO GOVERNING TARIFFS IN EFFECT AS OF THE DATE HEREOF, SAID TARIFFS ARE AVAILABLE FOR INSPECTION BY THE PARTIES HERETO AND ARE HEREBY INCORPORATED INTO AND MADE PART OF THIS CONTRACT.
3. **LIABILITY LIMITS** - DECLARED VALUE IS AGREED AND UNDERSTOOD TO BE NOT MORE THAN ONE PEN POUND OR \$50.00 WHICHEVER IS LESSER, UNLESS A HIGHER VALUE IS DECLARED HEREIN AND APPLICABLE CHARGES PAID THEREON. HOWEVER, CERTAIN CIRCUMSTANCES MAY BE DEEMED TO HAVE A LESSER VALUE, IN WHICH CASE THE VALUE STATED IN GOVERNING TARIFFS WILL APPLY.
4. **GOOD SHIPMENTS** - SHIPPER MUST ENTER THE AMOUNT OF ANY SHIPPER'S G.D. WHICH SHALL BE COLLECTED SUBJECT TO THE FEE AND RULES OF THE DELIVERING CARRIER.
5. **APPLICABLE ROUTING** - CARRIER'S ROUTING APPLIES UNLESS SHIPPER INSERTS SPECIFIC ROUTING.
6. **DELIVERY** - DELIVERY WILL BE MADE BY THE DELIVERING CARRIER TO THE CONSIGNEE AT A POINT WHERE DELIVERY SERVICE IS AVAILABLE AT APPLICABLE TARIFF CHARGES UNLESS INSTRUCTIONS TO DELIVER AT CITY TERMINAL OR AIRPORT TERMINAL ARE SPECIFIED BY SHIPPER UNDER SPECIAL INSTRUCTIONS.
7. **ALTERNATE ROUTING** - TRANSPORTATION OF THE SHIPMENT IS SUBJECT TO AVAILABILITY OF EQUIPMENT AND SPACE THEREIN. FORWARDER SHALL HAVE THE RIGHT TO (A) SUBSTITUTE ALTERNATE CARRIERS OR OTHER MEANS OF TRANSPORTATION, AND (B) SELECT THE ROUTING OR DEVIATE FROM THAT SHOWN ON THE FACE HEREOF. FORWARDER DOES NOT GUARANTEE COMMITMENT OR COMPLETION OF FREIGHT SHIPMENT WITHIN A SPECIFIED TERM UNLESS STATED OTHERWISE ON BILLING.
8. **SHIPPER RESPONSIBILITY** - THE SHIPPER IS RESPONSIBLE FOR PREPARING, MARKING, PACKING, AND LABELING HIS SHIPMENT SO AS TO ENSURE SAFE TRANSPORTATION WITH ORDINARY CARE. HANDING CARRIER ACCEPTANCE OF THE SHIPMENT SHALL BE PRIMA FACIE EVIDENCE OF SHIPPER'S COMPLIANCE WITH THIS PARAGRAPH.
9. **INSPECTION OF SHIPMENTS** - ALL SHIPMENTS ARE SUBJECT TO INSPECTION BY THE CARRIER, BUT THE CARRIER SHALL NOT BE OBLIGATED TO PERFORM SUCH INSPECTIONS.
10. **EXCLUSIONS** - THE CARRIER SHALL NOT BE LIABLE FOR LOSS, DAMAGE, DELAY OR OTHER RESULT CAUSED BY (A) ACTS OF GOD, PERILS OF THE AIR, PUBLIC ENEMIES, PUBLIC AUTHORITIES, ACTING WITH ACTUAL OR APPARENT AUTHORITY IN THE PREMISES, AUTHORITY OF LAW, QUARANTINE, RIOTS, STRIKES, CIVIL COMMOCTIONS, OR HAZARDS OR DANGERS INCIDENT TO A STATE OF WAR OR UNDECLARED WAR, (B) THE ACT OR DEFAULT OF THE SHIPPER OR CONSIGNEE, (C) THE NATURE OF THE SHIPMENT OR ANY DEFECT, CHARACTERISTIC OR INHERENT VICE THEREOF, (D) VIOLATION BY THE SHIPPER OR CONSIGNEE OF ANY OF THE RULES CONTAINED IN APPLICABLE TARIFFS, INCLUDING, BUT NOT LIMITED TO, IMPROPER OR INEFFICIENT PACKING, SECURING, MARKING, OR ADDRESSING, AND FAILURE TO OBSERVE ANY OF THE RULES RELATING TO SHIPMENTS NOT ACCEPTABLE FOR TRANSPORTATION OR SHIPMENTS ACCEPTABLE ONLY UNDER CERTAIN CONDITIONS, OR (E) COMPLIANCE WITH DELIVERY INSTRUCTIONS FROM THE SHIPPER OR CONSIGNEE OR NONCOMPLIANCE WITH SPECIAL INSTRUCTIONS FROM THE SHIPPER OR CONSIGNEE NOT AUTHORIZED BY APPLICABLE TARIFFS.
11. **CONSEQUENTIAL AND SPECIAL DAMAGES** - THE CARRIER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES WHETHER OR NOT THE CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
12. **CLAIMS, TIME LIMITS AND PROCEDURES**
 - A. ALL CLAIMS FOR OVERSIGHTS MUST BE MADE IN WRITING TO THE HOME OFFICE OF HAAS INDUSTRIES, INC. AT P.O. BOX 28840, SAN FRANCISCO, CA 94126-0840 WITHIN A PERIOD OF NINE MONTHS AND NINE DAYS AFTER THE DATE OF ACCEPTANCE OF THE SHIPMENT BY THE ORIGINATING CARRIER.
 - B. DAMAGE AND LOSS DISCOVERED BY THE CONSIGNEE AFTER DELIVERY AND AFTER A CARRIER RECEIPT HAS BEEN GIVEN TO THE CARRIER MUST BE REPORTED IN WRITING TO THE HOME OFFICE OF HAAS INDUSTRIES, INC. AT P.O. BOX 28840, SAN FRANCISCO, CA 94126-0840 WITHIN 1 DAYS AFTER DELIVERY OF THE SHIPMENT WITH PRIVILEGE TO THE CARRIER TO MAKE INSPECTION OF THE SHIPMENT.
 - C. EXCEPT AS PROVIDED IN PARAGRAPH B. ABOVE, RECEIPT BY THE CONSIGNEE OF THE SHIPMENT WITHOUT WRITTEN NOTIFICATION OF DAMAGE ON THE DELIVERY RECEIPT SHALL BE PRIMA FACIE EVIDENCE THAT THE SHIPMENT HAS BEEN DELIVERED IN GOOD CONDITION. ALL CLAIMS FOR LOSS OR DAMAGE MUST BE MADE IN WRITING TO THE HOME OFFICE OF HAAS INDUSTRIES WITHIN 180 DAYS OF RECEIPT OF SHIPMENT.
 - D. WHILE AWAITING INSPECTION BY CARRIER, THE CONSIGNEE MUST HOLD THE SHIPPING CONTAINER AND ITS CONTENTS IN THE SAME CONDITION THEY WERE IN WHEN DAMAGE WAS DISCOVERED.
 - E. NO CLAIM WILL BE ENTERTAINED UNTIL ALL TRANSPORTATION CHARGES HAVE BEEN PAID.
 - F. CARRIER SHALL NOT BE LIABLE IN ANY ACTION BROUGHT TO ENFORCE A CLAIM UNLESS ALL CLAIMS PROCEDURES HAVE COMPLIED WITH AND THE ACTION IS BROUGHT WITHIN ONE YEAR AFTER THE DATE THAT CARRIER DISALLOWED ALL OR PART OF THE CLAIM.
13. **INDEMNITY** - THE SHIPPER AND CONSIGNEE SHALL BE LIABLE, JOINTLY AND SEVERALLY, TO PAY OR INDEMNIFY THE CARRIERS FOR ALL CLAIMS, FINES, PENALTIES, DAMAGES, COSTS OR OTHER SUMS WHICH MAY BE INCURRED, SUFFERED OR DISBURSED BY A CARRIER BY REASON OF ANY VIOLATION OF ANY OF THE RULES CONTAINED IN APPLICABLE TARIFFS OR ANY OTHER DEFAULT OF THE SHIPPER OR SUCH OTHER PARTIES WITH RESPECT TO A SHIPMENT.
14. **LIENS** - HAAS INDUSTRIES, INC. SHALL HAVE A LIEN ON A SHIPMENT FOR ALL SUMS DUE AND PAYABLE.
15. **DIMENSIONAL WEIGHT** - DIMENSIONAL WEIGHT WILL BE ASSESSED ON THE BASIS OF ONE (1) POUND FOR EACH 194 CUBIC INCHES ON ALL SHIPMENTS. FOR INTERNATIONAL SHIPMENTS THE ASSESSMENT WILL BE ON THE BASIS OF ONE (1) POUND FOR EACH 100 CUBIC INCHES ON ALL SHIPMENTS.
16. **INTERNATIONAL SHIPPING** - INTERNATIONAL AIR CARRIAGE IS SUBJECT TO THE RULES RELATING TO THE LIABILITY ESTABLISHED BY THE CONVENTION FOR THE UNIFICATION OF CERTAIN RULES RELATING TO INTERNATIONAL CARRIAGE BY AIR, SIGNED AT WARSAW, OCTOBER 12, 1929.
17. **FREIGHT CHARGES** - TO THE EXTENT THAT IT IS NOT GOVERNED BY FEDERAL LAW, THIS CONTRACT AND THE TARIFFS INCORPORATED BY REFERENCE SHALL BE CONSTRUED AND THE PERFORMANCE OF THE TRANSPORTATION HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE SHIPMENT IS ACCEPTED BY THE FORWARDER. IF ANY PROVISION OF THIS CONTRACT INCLUDING THE TARIFFS INCORPORATED BY REFERENCE IS DETERMINED TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THE CONTRACT SHALL NOT BE AFFECTED THEREBY. ALL INVOICES ARE DUE AND PAYABLE WITHIN 14 DAYS OF INVOICE DATE.

000017

ATTN: ~~REX~~ Stan

From: REX



BO/BOX 22940 • SAN FRANCISCO, CA 94128-0840
Telephone 650-875-5222 • 1-800-875-5222 • Fax 650-875-4367

FREIGHT BILL NUMBER

1599479

DATE SHIPPED
JUL 30 2005

COMPANY
OMNICON VIDEO NETWORKS
ADDRESS
603 STEWARD DRIVE
CITY
SUNNYVALE CA 94088
STATE
CA
ZIP
94088
TELEPHONE
1-408-555-4158
FAX
1-408-555-4158

CONSIGNEE
CUNY TVRM# 1400
ADDRESS
16 EAST 35th Street
CITY
MANHATTAN, NY 10016
STATE
NY
ZIP
10016
TELEPHONE
212-277-7827
FAX
212-277-7827

DATE RECEIVED
JUL 30 2005
CARRIER
HAAS
PREPAID ☐ COLLECT ☐
OTHER ☐
DELIVERY ☐
RECEIVED BY
JUL 30 2005
TIME
1:00 PM

RECEIVED
JUL 30 2005
1:00 PM

NAME
OMNICON VIDEO NETWORKS
ADDRESS
603 STEWARD DRIVE
CITY
SUNNYVALE CA 94088
STATE
CA
ZIP
94088
TELEPHONE
1-408-555-4158
FAX
1-408-555-4158

3 Pallets w/ 8 Boxes
↓
W/ 7 Hat Boxes To Be Palletized

INDICATE TYPE OF SERVICE DESIRED		PCS	L	H	TOTAL	PCS	L	H	TOTAL
<input type="checkbox"/> SAME DAY	<input checked="" type="checkbox"/> 2-4 DAY	51	52	18	✓				
<input type="checkbox"/> NEXT DAY	<input type="checkbox"/> OTHER	18	42	18					
<input type="checkbox"/> 2ND DAY		48	40	40	✓				

DECLARED VALUE FOR DAMAGE: \$
RECEIVED FOR DAMAGE: \$
FREIGHT BILL SUBJECT TO CONDITIONS SET FORTH ON REVERSE SIDE

DECLARED VALUE AGREED AND UNDERSTOOD TO BE NOT MORE THAN \$50 PER POUND PER PIECE, OR \$500 PER PIECE, WHICHEVER IS HIGHER UNLESS HIGHER VALUE DECLARED AND CHARGES PAID. FREIGHT BILL SUBJECT TO CONDITIONS SET FORTH ON REVERSE SIDE.

RECEIVED IN GOOD ORDER EXCEPT AS NOTED
X JOHN HARRIS
PRINT NAME
DATE
1:00 PM
PIECES

TOTAL CHARGES

DELIVERY RECEIPT

COPY OF "BOL" showing missing Pallet

000018 COPY

Date: 10/12/2005
Time: 1:55:03 PM

Trace Notes Listing

Page: 1

OMNEON VIDEO NETWORKS

Shipment#: 55414 SFO 1590479

Date	Time	User Name	Note
00/00/0000	0000	RHEORDAN	DOCK CHECK AND NO PALLET. A TRUCK ARRIVING FRI/08
00/00/0000	0000	RHEORDAN	TO SEE IF IT'S ON THAT TRUCK.
06/30/2005	1752	KIM	WAYBILL ASSIGNED: SFO 1590479 00
06/30/2005	1752	KIM	STATUS: NEW SHIPMENT
06/30/2005	1915	KIM	CHARGE WEIGHT CHANGED FROM 685 TO 740
06/30/2005	1935	RAYES	FS - REVENUE CHANGE .00 TO 40.70
06/30/2005	1935	RAYES	7D - REVENUE CHANGE FROM .00 TO 370.00
07/01/2005	1421	CRAIG	PUAG SFO3 - COST CHANGE .00 TO 35.00
07/01/2005	1840	RAYES	STATUS CHANGED FROM: TO: ALR
07/01/2005	1840	RAYES	MAWB= 274550 ORG=SFO DES=EWR
07/07/2005	1458	RHEORDAN	MIKE/DIRECT AIR...SHORT 1 PALLET. SFO OFFICE DID A
07/08/2005	1557	CRAIG	STATUS: APPROVED FOR BILL
07/08/2005	1635	CARMEN	SHIPMENT POSTED
07/13/2005	1223	RHEORDAN	POD NAME CHANGED TO: JOHN HARVI
07/13/2005	1223	RHEORDAN	POD DATE CHANGED TO: 7082005
07/13/2005	1223	RHEORDAN	POD TIME CHANGED TO: 1500
07/25/2005	1221	CARMEN	C/A:OMNEON VIDEO NETWORKS 16656

000019

P 26 2005 12:07PM LASERJET FAX

JUL-14-05 10:11 FROM-HAAS INDUSTRIES

150 873 1365

T-012 P.001/001 F-576



CLAIM PRESENTATION

CARRIER: HAAS INDUSTRIES, INC.
P. O. BOX 280840
SAN FRANCISCO, CA
94128-0840

CLAIMANT: Omneon Video Networks
465 Stewart Drive
Sunnyvale, CA 94085

FREIGHT BILL NUMBER: 1598479DATE: JUNE 30, 2005

AMOUNT CLAIMED: \$

☒ LOSS ☐ DAMAGE ☐ OTHER
CHECK ONE

DETAILED STATEMENT SHOWING HOW CLAIM
AMOUNT IS DETERMINED

QUANTITY AND DESCRIPTION OF ARTICLES, NATURE AND EXTENT OF LOSS OR DAMAGE, INVOICE PRICE OF
ARTICLES, ETC.

<u>MSC-4272 G US, MEDIA STRG X.3</u>	\$ <u>51,637.50</u>
<u>16X300 GB HARD DRIVES</u>	\$ <u>51,637.50</u>
	\$ <u>51,637.50</u>
	\$

TOTAL AMOUNT CLAIMED

\$ 154,912.50

THE FOLLOWING DOCUMENTS ARE SUBMITTED
IN SUPPORT OF THIS CLAIM

(CHECK ALL THAT APPLY)

- ☒ BILL OF LADING
☐ DELIVERY RECEIPT
☐ ORIGINAL COMMERCIAL INVOICE
☐ OTHER DOCUMENTS RELATED TO PROOF OF LOSS OR
DAMAGE CLAIMED

THE FOREGOING STATEMENT OF FACTS IS HEREBY CERTIFIED AS CORRECT:

[Signature]
SIGNATURE OF CLAIMANT

000020



Ms. Connie Siller
Omneon Video Networks
965 Stewart Drive
Sunnyvale, CA 94085

November 21, 2005

Dear Ms. Siller

We have completed our review of your claim against Haas Industries, Inc. Freight Bill Number 1590479 in the amount of \$154,912.50.

As stated in the Conditions of Contract of Carriage as well as on the face of the Freight Bill: "DECLARED VALUE AGREED AND UNDERSTOOD TO BE NOT MORE THAN \$.50 PER POUND, PER PIECE, OR \$50.00 WHICHEVER IS HIGHER UNLESS HIGHER VALUE DECLARED AND CHARGES PAID."

The complete Conditions of Contract of Carriage can be viewed on the reverse side of the freight bill or on our website at www.HaasIndustries.com.

Enclosed you will find our check number 70906 in the amount of \$88.00 which represents our maximum liability for this claim. The settlement is based on two missing cartons weighing 176 pounds.

We apologize for any inconvenience this situation may have caused you or your company. Should you have any questions, please feel free to contact this office.

Sincerely,

Carmen Holster
Comptroller

000021



WELLS FARGO BANK, N.A.
11-4288-1210
11/21/2005

70906

70906

Eighty Eight and NO/100 Dollars

Pay to the order of

Omneon Video Networks
965 Stewart Drive
Sunnyvale CA 94085

\$*****88.00*

Samuel H. Christie

⑈070906⑈ ⑆121042882⑆7649417586⑈

⑈00000008800⑈

04062006 28 614085184 000880030 070 10

-COMERICA
SAN JOSE CA 1726>121137522<
614085184 04-06-06 710 1717 02

WFB SF, CA 04072006
TRACER # 6895 PKT. 001
122105278

0113552901

FOR DEPOSIT ONLY
OMNEON VIDEO NETWORKS
1891572842

000022

James Attridge
Business Trial Lawyer

1390 Market Street Suite 1204 San Francisco California 94102
tel. (415) 552 3088 fax (415) 522 0513 email. jattridge@attridgelaw.com

March 18, 2006

MAR 20 RECD

Carmen Holster
Director of Claims
Haas Industries, Inc.
P.O. Box 280840
San Francisco, CA 94128

Claimant: One Beacon Insurance Company
Shipment: 1590470
Date of Delivery: July 8, 2005
Amount: \$105,705.00

Dear Ms. Holster:

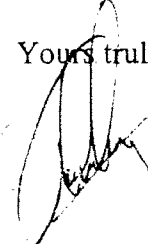
I have been retained by One Beacon Insurance Company, subrogated insurer of Professional Products, Inc. owner of the above-referenced shipment which was delivered one pallet short. A copy of the delivery receipt and proof of loss are enclosed. This letter constitutes a claim as provided in 49 CFR 1005.2. It is filed within the statutory time limit provided for in 49 USC 14706 which supercedes any time limit of less than nine months.

In earlier communications, Haas Industries has expressed its view that its liability is limited by the provisions of paragraph 8 of the bill of lading issued to shipper Omneon Video Networks. If you continue to maintain this position please provide a copy of the pertinent items from the governing tariff which were in effect on June 30, 2005 and which outline the range of rate choices available to the shipper.

A search of the FMCSA database reveals that Haas Industries has contract carrier authority only and it therefore cannot avail itself of common carrier defenses. Moreover, the specific provisions of 49 USC 14706 provide that the liability of a motor carrier is for "actual loss or injury to the property." Section 14101 of that act also provides that the rights and remedies provided elsewhere in the act must be expressly waived. Therefore unilateral limitations of liability or limitations based upon tariff provisions incorporated by reference on a bill of lading would be inoperative.. Accordingly, it is One Beacon's position that the limitation of liability upon which you rely is not enforceable.

We await your reply in conformity with the requirements outlined in 49 CFR 1005.3

Yours truly,



000023

PROOF OF SERVICE BY OVERNIGHT MAIL

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is: 5933 West Century Boulevard, Suite 1111, Los Angeles, California 90045.

I am familiar with this firm's practice whereby OVERNITE EXPRESS is placed in a special OVERNITE EXPRESS envelope and placed into a OVERNITE EXPRESS drop-off box before the last pick-up time indicated on the drop-off. The appropriate postage and OVERNITE EXPRESS charges are then billed to us at a later time by OVERNITE EXPRESS.

On December 31, 2007 I served the foregoing document described as: INITIAL DISCLOSURE BY DEFENDANT HAAS INDUSTRIES, INC. on the interested party(ies) in this action by placing the original X true copies thereof enclosed in sealed envelopes addressed as follows:

James Attridge, Esq.
Law Office of James Attridge
The fox Plaza 1390 Market St., Suite 1204
San Francisco, CA 94111

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on December 31, 2007 at Los Angeles, California.


MARIA PAYNE

PROOF OF SERVICE

LAW OFFICES

Countryman & McDaniel

MICHAEL S. McDANIEL*
BYRON E. COUNTRYMAN
BRUCE A. LINDSAY
CHRISTOPH M. WAHNER*

OF COUNSEL:
GEOFFREY W. GILL*

* PROCTOR IN ADMIRALTY
* ALSO ADMITTED IN MINNESOTA
* ALSO ADMITTED IN NEW YORK & FLORIDA

22 January 2008

LAX AIRPORT CENTER
ELEVENTH FLOOR
5933 WEST CENTURY BOULEVARD
LOS ANGELES, CALIFORNIA 90045
TEL (310) 342-6500
FAX (310) 342-0505
E-MAIL: info@cargolaw.com
www.cargolaw.com

Via Facsimile to 415-522-0513

James Attridge, Esq.
1390 Market Street
Suite 1204
San Francisco, CA 94102

Re: HAAS Industries re: Claim of One Beacon Insurance Company
HAAS Bill of Lading No. : 1590479
Date of Loss : July 8, 2005
Claim Amount : \$105,705.00
Our File No. : 4584-901

Dear Jim:

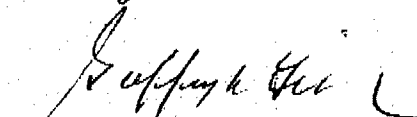
Following further review of the file, it appears that inadvertently these documents were excluded from the initial disclosure:

1. Professional Products, Inc. claim, 2 pages, November 15, 2005.
2. Omneon letter to Jim Williams, 2 pages, December 9, 2005.
3. FMCSA Motor Carrier Details, 1 pages, printed May 8, 2006.

Each of these documents has been previously exchanged.

With kind regards,

Countryman & McDaniel



Geoffrey W. Gill
GWG/mp

Attachment



Professional Products, Inc.

9116 Gaither Road • Gaithersburg, MD 20877-1422
240-864-4000 • www.professionalproducts.com

11/15/2005

Debbie Thatcher
HRH Claims

Debbie- I am submitting a claim for a lost freight shipment in the amount of \$ 105,705. Copies of all of the invoices and freight tickets are enclosed. After review please let me know if you have any questions.

Thanks

Denny Bell
Vice President
Professional Products Inc.
240-864-4000
dbell@ppionline.com

6/05 - shipment made from Omneon to CUNY, NY was determined that not all of the product arrived, Cindy Smith received a call to make the claim. Once she saw that Omneon used their shipping company she told them to file the claim and that we also need the replacement product sent out.

7/05 - Replacement order went in to Omneon for the loss \$105705.00

9/05 - Omneon was looking for their payment on both invoices (lost product and new product) which is when I got involved.

- Called Bernie to ask about the term "ORIGIN" he informed me that this meant that it was "PPI's" problem to file all claims etc.. I emailed you to let you know about this right away. 9/12/05

- Spoke with Connie Siller and Tony Short and received all original shipping paperwork and moved forward call HAAS Trucking and trying to make the claim. Per Rex with HAAS only Omneon could make the claim since they are the shipper.

- Emailed Tony and Connie with this info. (Keeping Christie in the loop the entire way)

10/05 - Christie received a call from Stan Jung (Omneon finance guy) letting us know that we needed to do something since Omneon did NOT insure the product and HAAS was only going to pay \$150.00 total for the loss.

11/05 - Claim needs to be made with PPI's insurance carrier to be reimbursed so we can then pay Omneon.



VIA TELEFAX TO 1 410 752 6029

Total Pages: 15

December 9, 2005

Mr. Jim Williams
Leisure Associates, Inc.
508 St. Paul Place
Baltimore, MD 21202-2289

Dear Mr. Williams:

We are in receipt of your letter to Mr. Stan Jung, dated December 6, 2005. As the manager of Omneon's logistical operations, I believe that I am in the best position to address the issues you have identified in your letter.

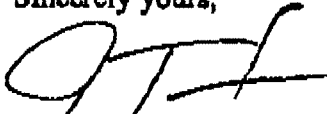
1. We received verbal instructions from Diane Speakes, buyer at Professional Products, Inc. (PPI) to use HAAS for both the original and replacement shipments under PO no. P14294. This action was warranted because a previous shipment under PO no. P13822, was damaged by the carrier assigned by Unishippers, the PPI designated agent, resulting in the necessity for return of the product to Omneon for retesting. After the retest, the product was re-shipped through Unishippers which resulted in further damage from their carrier's handling of the shipment. Both Omneon and PPI suffered considerable additional expense as a result of the Unishippers' designated carrier's mishandling of this product shipment.
2. Our HAAS shipments are not insured as our terms of sale are FOB origin with shipping at the buyer's risk. Additionally, please refer to the executed Systems Integrator Purchase Agreement, dated August 12, 2004, Omneon Product Delivery, section 3.1, which details PPI's liability. A copy is attached for your reference.
3. The shipping manifest is attached for your reference.
4. The transfer of legal title and risk of loss are not linked to which party pays the freight bill. Our business practice is to prepay freight on behalf of our customers; and bill our customers on a separate freight invoice. Consistent with this practice, the freight associated with the original shipment for PO no. P14294 was billed to PPI on 07/18/05, invoice no. 2420, in the amount of \$410.70.

Omneon has met its contractual obligation by delivering the product in question to the mutually agreed upon common carrier, HAAS. At that point, legal title and risk of loss is transferred to Professional Products, Inc., the buyer. PPI is thus liable for the value of the missing product, \$105,705.00.

Mr. Jim Williams
December 9, 2005
Page 2

Please feel free to contact me directly if you have any additional questions. We look to a speedy resolution, and payment of this issue.

Sincerely yours,



John Turk
Vice President, Operations

Attachments

cc: Denny Bell, Professional Products, Inc.

Motor Carrier Details



Menu Choose Menu Option

Go

Motor Carrier Details

US DOT:	N/A	Docket Number:	FF004884	
Legal Name:	HAAS INDUSTRIES, INC.			
Doing-Business-As Name:				
Business Address	Business Telephone and Fax	Mail Address	Mail Telephone and Fax	Undeliverable Mail
228 E HARRIS AVE S. SAN FRANCISCO CA 94080	(650) 873-5222	PO BOX 280840 SAN FRANCISCO CA 94128-0840		NO
Authority Type	Authority Status	Application Pending		
Common	NONE	NO		
Contract	ACTIVE	NO		
Broker	NONE	NO		
Property	Passenger	Household Goods	Private	Enterprise
YES	NO	NO	NO	NO
Insurance Type	Insurance Required	Insurance on File		
BIPD	\$750,000	\$1,000,000		
Cargo	YES	YES		
Bond	NO	NO		

BOC-3: YES

Blanket Company: ALL AMERICAN AGENTS OF PROCESS

| [Active/Pending Insurance](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

Monday, May 08, 2006 at 19:27:21

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United States Department of Transportation - Federal Motor Carrier Safety Administration

Countryman & McDaniel

FACSIMILE TRANSMITTAL SHEET

DATE: 25 January 2008

TO: JAMES ATTRIDGE, ESQ.

COMPANY: LAW OFFICE OF JAMES ATTRIDGE

FAX NO.: 415-522-0513

NO. OF PAGES: This sheet plus: 5

HARD COPY TO FOLLOW: _____ Yes ☒ No

REFERENCE NO.: ONE BEACON ADV. HAAS

MESSAGE: PER E-MAIL

COUNTRYMAN & McDANIEL
5933 West Century Boulevard
Suite 1111
Los Angeles, California 90045
(310) 342-6500 tel; (310) 342-6505 fax

If pages are not received, or are illegible, please contact the facsimile operator at (310) 342-6500. Between the hours of 6:00 p.m. to 9:00 a.m. (PST) and on weekends, please leave a message on our voicemail.

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Geoffrey W. Gill

From: Geoffrey W. Gill [gwg@cargolaw.com]
Sent: Friday, January 25, 2008 4:38 PM
To: 'jattridge@attridge.com'
Subject: ONE BEACON adv HAAS Our 4584-901

Dear Jim:

Further to previous disclosure, two former Haas employees may have "touched" this transaction;

Rex Schmidt was a customer sales representative 9/11/00 until 2/24/06 – he may have spoken to the customer but there is no documentation establishing that he did.

Rheordan Gabriel also was a CSR 3/05/01 until 10/04/05.

Because both are no longer with Haas, Haas is reluctant to release addresses on grounds of privacy.

Also, I am faxing you outprint of Omneon shipment history, which I just have received.

With kind regards,

Geoffrey W. Gill


Law Offices of Countryman & McDaniel
Office Telephone: 310-342-6500
Office Fax: 310-342-6505
5933 West Century Boulevard, Suite 1111, Los Angeles, CA 90045 USA.

Visit www.cargolaw.com

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1/25/2008



Omnicon Networks 2005

Airbill#	Shipper Name	Consignee Name	Shipment D:	Declared Value
1586377	OMNEON VIDEO NETWORKS	KTX TV	1/20/2005	0.00
1586378	OMNEON VIDEO NETWORKS	WGN TELEVISION	2/1/2005	0.00
1586380	OMNEON VIDEO NETWORKS	CITY OF LONG BEACH	2/11/2005	0.00
2011857	AUSTIN FOAM PLASTICS	OMNEON VIDEO NETWORKS	2/11/2005	0.00
1586379	OMNEON VIDEO NETWORKS	MAJOR LEAGUE BASEBALL	2/12/2005	0.00
1586381	OMNEON VIDEO NETWORKS	OMNEON VIDEO NETWORKS	2/14/2005	0.00
2012014	CENTRAL FREIGHT LINES	OMNEON VIDEO NETWORKS	2/15/2005	0.00
1586382	OMNEON VIDEO NETWORKS	ROSCOR CORP.	2/15/2005	0.00
1586383	OMNEON VIDEO NETWORKS	ROSCOR CORPORATION	2/16/2005	0.00
1586384	OMNEON VIDEO NETWORKS	WDSE-TV EIGHT	2/17/2005	0.00
1586402	OMNEON VIDEO NETWORKS	HB COMMUNICATIONS	2/18/2005	0.00
1586385	OMNEON VIDEO NETWORKS	AF ASSOCIATES	2/18/2005	0.00
1586401	OMNEON VIDEO NETWORKS	RRWG TV NEW MEXICO STATE U	2/24/2005	0.00
1586400	OMNEON VIDEO NETWORKS	TV MAGIC	3/7/2005	0.00
1586387	OMNEON VIDEO NETWORKS	KPTS CHANNEL 8	3/11/2005	0.00
1586389	OMNEON VIDEO NETWORKS	NNY INC.	3/14/2005	0.00
1586388	OMNEON VIDEO NETWORKS	FLORICAL SYSTEMS	3/16/2005	0.00
1586397	OMNEON VIDEO NETWORKS	AMARILLO COLLEGE/ KACV TV	3/17/2005	0.00
1586396	OMNEON VIDEO NETWORKS	KBDI	3/21/2005	0.00
1586395	OMNEON VIDEO NETWORKS	WUSA-TV	3/23/2005	0.00
1586394	OMNEON VIDEO NETWORKS	AF ASSOCIATES	3/24/2005	0.00
1586393	OMNEON VIDEO NETWORKS	WHRO	3/28/2005	0.00
1586392	OMNEON VIDEO NETWORKS	KLNR	3/29/2005	0.00
1586391	OMNEON VIDEO NETWORKS	BECK ASSOCIATES	3/30/2005	0.00
1586390	OMNEON VIDEO NETWORKS	EQUITY BROADCASTING	3/30/2005	0.00
2014690	OMNEON VIDEO NETWORKS	DISCOVERY COMMUNICATIONS	3/30/2005	0.00
2014694	OMNEON VIDEO NETWORKS	A.F. ASSOCIATES	3/30/2005	0.00
1572629	OMNEON VIDEO NETWORKS	MILWAUKEE AREA TECH COLLEGE	3/31/2005	0.00
1572630	OMNEON VIDEO NETWORKS	DISCOVERY COMM.	4/1/2005	0.00

1572631 OMNEON VIDEO NETWORKS	TELEVISION PRODUCTION SERVICE	4/4/2005	0.00
1592750 DISCOVER	OMNEON VIDEO NETWORKS	4/7/2005	0.00
1572632 OMNEON VIDEO NETWORKS	DISCOVER	4/11/2005	0.00
1572635 OMNEON VIDEO NETWORKS	LVCC-BOOTH #SU8868	4/12/2005	0.00
1572633 OMNEON VIDEO NETWORKS	LVCC-BOOTH #SU10332	4/12/2005	0.00
1572634 OMNEON VIDEO NETWORKS	LVCC - BOOTH #SU8343	4/12/2005	0.00
1572637 OMNEON VIDEO NETWORKS	CREST NATIONAL	4/13/2005	0.00
1572636 OMNEON VIDEO NETWORKS	SIGNASYS INC.	4/13/2005	0.00
1572638 OMNEON VIDEO NETWORKS	CEI	4/14/2005	0.00
2015740 TELEVISION PRODUCTION SVCS.	OMNEON VIDEO NETWORKS	4/14/2005	0.00
1572638 OMNEON VIDEO NETWORKS	WLT-TV	4/15/2005	0.00
1592756 DISCOVERY	OMNEON VIDEO NETWORKS	4/15/2005	0.00
1572641 OMNEON VIDEO NETWORKS	THE EDUCATION NETWORKS	4/28/2005	0.00
1572642 OMNEON VIDEO NETWORKS	ABC TV NETWORK NY	4/28/2005	0.00
1572640 OMNEON VIDEO NETWORKS	TEN ENGINEERING	4/28/2005	0.00
1572643 OMNEON VIDEO NETWORKS	LKRN TV	5/2/2005	0.00
1592778 LKRN TV	OMNEON VIDEO NETWORKS	5/4/2005	0.00
1572644 OMNEON VIDEO NETWORKS	DISCOVERY-VA	5/6/2005	0.00
2017752 OHIO EDUCATIONAL TELECOMM.	OMNEON VIDEO NETWORKS	5/6/2005	0.00
1572645 OMNEON VIDEO NETWORKS	DISCOVERY	5/9/2005	0.00
1572646 OMNEON VIDEO NETWORKS	ASCENT MEDIA	5/13/2005	0.00
1572647 OMNEON VIDEO NETWORKS	OMNEON BIDO NETWORKS	5/13/2005	0.00
1592805 DISCOVERY VIRGINIA	OMNEON VIDEO NETWORKS	5/19/2005	0.00
2150405 ROSCOR CORP.	OMNEON VIDEO NETWORKS	5/24/2005	0.00
1572649 OMNEON VIDEO NETWORKS	DNE CONTROLS	5/25/2005	0.00
1572648 OMNEON VIDEO NETWORKS	UNIVERSITY OF NEW MEXICO	5/25/2005	0.00
1572650 OMNEON VIDEO NETWORKS	KDLT TV	5/26/2005	0.00
1572651 OMNEON VIDEO NETWORKS	SIGNASYS	6/2/2005	0.00
1572652 OMNEON VIDEO NETWORKS	VENACA	6/6/2005	0.00
1572653 OMNEON VIDEO NETWORKS	KRVZKT/VZ	6/7/2005	0.00
1572655 OMNEON VIDEO NETWORKS	WCYB	6/7/2005	0.00
1572656 OMNEON VIDEO NETWORKS	WOYT	6/7/2005	0.00
1572654 OMNEON VIDEO NETWORKS	MBJ INTEGRATORS	6/7/2005	0.00
1572667 OMNEON VIDEO NETWORKS	WWBQ-TV	6/8/2005	0.00
1572666 OMNEON VIDEO NETWORKS	WHA-TV UNIVERSITY OF WISCONSIN	6/8/2005	0.00
1572657 OMNEON VIDEO NETWORKS	AVID	6/9/2005	0.00
1572659 OMNEON VIDEO NETWORKS	SCRIPPS NETWORK	6/13/2005	0.00

1572668 OMNEON VIDEO NETWORKS	PCMC-NOC-OFFICE	6/13/2005	0.00
1572660 OMNEON VIDEO NETWORKS	LIFETIME TV	6/15/2005	0.00
2152064 AVID	OMNEON VIDEO NETWORKS	6/16/2005	0.00
2152418 OMNEON VIDEO NETWORKS	CORUS ENTERTAINMENT	6/17/2005	0.00
2152427 OMNEON VIDEO NETWORKS	ASCENT MEDIA	6/20/2005	0.00
2152483 OMNEON VIDEO NETWORKS	ROSCOR CORPORATION	6/20/2005	0.00
1572664 OMNEON VIDEO NETWORKS	OKLAHOMA EDUCATIONAL TV	6/22/2005	0.00
1572661 OMNEON VIDEO NETWORKS	TV GUIDE CHANNEL	6/27/2005	0.00
1572663 OMNEON VIDEO NETWORKS	EDUCATIONAL COMMUNICATION BRD	6/29/2005	0.00
1572662 OMNEON VIDEO NETWORKS	KLCS TV	6/29/2005	0.00
1590474 OMNEON VIDEO NETWORKS	DIGITAL SYSTEM TECHNOLOGY	6/29/2005	0.00
1590479 OMNEON VIDEO NETWORKS	CUNY TVRM #1400	6/30/2005	0.00
1590477 OMNEON VIDEO NETWORKS	KOVR	6/30/2005	0.00
1590478 OMNEON VIDEO NETWORKS	VIACOM CORP/ WFOR-TV	6/30/2005	0.00
1590476 OMNEON VIDEO NETWORKS	WGVU-TV	6/30/2005	0.00
1590475 OMNEON VIDEO NETWORKS	TV MAGIC	6/30/2005	0.00
1590480 OMNEON VIDEO NETWORKS	WHSV-ABC 3	7/13/2005	0.00
1590482 OMNEON VIDEO NETWORKS	CBS 3BROADCAST CTF.	7/28/2005	0.00
1590481 OMNEON VIDEO NETWORKS	COSKG	7/28/2005	0.00
1590483 OMNEON VIDEO NETWORKS	OMNEON VIDEO NETWORK S	8/3/2005	0.00
1590485 OMNEON VIDEO NETWORKS	WEST VIRGINIA PBS	8/5/2005	0.00
1590486 OMNEON VIDEO NETWORKS	ST/EVEREST PROD. CORP.	8/5/2005	0.00
1590484 OMNEON VIDEO NETWORKS	CRISPIN CORP.	8/5/2005	0.00
1590487 OMNEON VIDEO NETWORKS	ASCENT MEDIA	8/26/2005	0.00
1590490 OMNEON VIDEO NETWORKS	WJZ-TV/VIACOM CORP.	9/7/2005	0.00
1590491 OMNEON VIDEO NETWORKS	MTV NETWORKS/VIACOM	9/22/2005	0.00
2158558 OMNEON VIDEO NETWORKS	WREG-TV	9/22/2005	0.00
1590492 OMNEON VIDEO NETWORKS	MTV NETWORKS/VIACOM	9/23/2005	0.00
2158782 OMNEON VIDEO NETWORKS	WEDU-TV	9/26/2005	0.00
2158783 OMNEON VIDEO NETWORKS	DIGITAL TRANSACTION GROUP INC	9/26/2005	0.00
2158852 OMNEON VIDEO NETWORKS	LA EDUCATIONAL TV AUTHORITY	9/27/2005	0.00
2158853 OMNEON VIDEO NETWORKS	TESSADA & ASSOCIATES	9/27/2005	0.00
2159082 OMNEON VIDEO NETWORKS	ASCENT MEDIA	9/30/2005	0.00
1590493 OMNEON VIDEO NETWORKS	WTYY-TV	10/10/2005	0.00
1590494 OMNEON VIDEO NETWORKS	TWIN CITIES PUBLIC TV	10/12/2005	0.00
1590512 OMNEON VIDEO NETWORKS	OMNEON VIDEO NETWORK	10/14/2005	0.00
1590511 OMNEON VIDEO NETWORKS	TV MAGIC INC.	10/26/2005	0.00

2160841 OMNEON VIDEO NETWORKS	MARK DEMAY	10/27/2005	0.00
2160903 OMNEON VIDEO NETWORKS	TV MAGIC INC	10/28/2005	0.00
2161625 OMNEON VIDEO NETWORKS	WXIA-TV	11/8/2005	0.00
2161326 OMNEON VIDEO NETWORKS	SMOKY HILLS PUBL.C TV	11/9/2005	0.00
2161703 OMNEON VIDEO NETWORKS	OMNEON VIDEO NETWORKS	11/9/2005	0.00
2162107 OMNEON VIDEO NETWORKS	TEN ENGINEERING	11/16/2005	0.00
2162108 OMNEON VIDEO NETWORKS	TEN ENGINEERING	11/16/2005	0.00
2162120 OMNEON VIDEO NETWORKS	APACE SYSTEMS CORP	11/16/2005	0.00
2162242 OMNEON VIDEO NETWORKS	TEN ENGINEERING	11/18/2005	0.00
2162254 OMNEON VIDEO NETWORKS	TEN ENGINEERING	11/18/2005	0.00
2162261 OMNEON VIDEO NETWORKS	TEN ENGINEERING	11/18/2005	0.00
1590510 OMNEON VIDEO NETWORKS	WILSHIRE OMNURI CHURH	11/21/2005	0.00
1590509 OMNEON VIDEO NETWORKS	TV GUIDE NETWORKS INC.	11/28/2005	0.00
1590508 OMNEON VIDEO NETWORKS	QUALCOMM	11/29/2005	0.00
1590507 OMNEON VIDEO NETWORKS	CRISTIAN TELEVISION SYS.	12/1/2005	0.00
1590506 OMNEON VIDEO NETWORKS	TONY SHORT	12/1/2005	0.00
2163111 OMNEON VIDEO NETWORKS	OMNEON VIDEO NETWORKS	12/7/2005	0.00
2163363 OMNEON VIDEO NETWORKS	DISCOVERY COMMUNICATIONS INC.	12/12/2005	0.00

EXHIBIT 2

1 JAMES ATTRIDGE (SBN124003)
2 LAW OFFICE OF JAMES ATTRIDGE
3 1390 Market Street, Suite 1204
4 San Francisco, CA 94102
5 Telephone: (415) 552-3088
6 Facsimile: (415) 522-0513

7
8 Attorney for Plaintiff One Beacon Insurance
9 Company

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA- SAN FRANCISCO

12 ONE BEACON INSURANCE COMPANY, a
13 corporation

14 Plaintiff,

15 v.

16 HAAS INDUSTRIES, INC., a corporation

17 Defendants

CASE NO. 3:07-CV-03540-BZ

Stipulation Re: Authenticity of Evidence

18 Come now the undersigned counsel to the respective parties and so stipulate that the
19 documents exchanged between them in the initial disclosures exchanged between them
20 shall be deemed authenticated and that any such objection to their admission into evidence
21 is waived.

22 Dated: January 21, 2008

23 Dated: January 22 2008

24 
25 James Attridge, counsel for plaintiff

26 
27 Geoffrey Gill, counsel for defendant